

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND EMAIL
seanslayton6229@gmail.com

January 27, 2017

Mr. Sean Slayton 1715 Liberty Street Alton, IL 62002

Re: <u>Carlson Environmental Consultants</u>, <u>PC / Confidentiality and Noncompetition Agreement</u>

Dear Mr. Slayton:

Please be advised that our firm represents your former employer, Carlson Environmental Consultants, PC ("CEC"). As you will recall, as a condition of you being hired by CEC on November 19, 2015, you signed a Confidentiality and Noncompetition Agreement (the "Agreement") with CEC whereby you agreed among other things: not to compete with CEC or solicit its customers for a period of two (2) years following the date of your termination. A copy of the Agreement is attached. Any capitalized terms used herein that are not otherwise defined have those definitions provided in the Agreement.

CEC now has reason to believe that you are violating the Agreement in at least the following ways: (1) you are providing to Landmarc Environmental Services ("LES") at the Pinehill Landfill in Kilgore, Texas services identical to those you provided to LES in the same state while an employee of CEC; (2) you are soliciting on your own behalf the business of LES, a customer of CEC to whom you had been assigned by CEC during your employment with CEC.

If you have solicited or are attempting to solicit business from LES (or any other CEC Customer) as stated above, are currently employed or engaged by LES providing services as stated above or are employed or engaged by any other competing business in the Agreement's Restricted Territory, or if you are using or disclosing CEC's Confidential Information or otherwise violating the Agreement, CEC hereby demands that you immediately cease such attempts and/or employment and/or activities. In addition, please immediately return to CEC all confidential documents or other written or electronic information that you may

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EXHIBIT

have concerning CEC's Customers or methods of doing business, and any other property that belongs to CEC. Your failure to do so, or to otherwise provide assurances to me within ten (10) days of the date of this letter that you are not violating the Agreement, may lead to further legal action by CEC, and may subject to liability for money damages and any other form of legal or equitable relief that may be awarded to CEC, and may subject LES to liability for money damages for tortious interference with the Agreement as well as treble damages and CEC's attorney's fees pursuant to N.C.G.S. §75-16.1, the North Carolina Unfair and Deceptive Trade Practices Act.

Thank you for your prompt attention to this matter, and please contact me or have your attorney contact me by February 6, 2017 concerning your compliance with this letter and the terms of the Agreement. Please note that by copy of this letter, I am also notifying LES of your noncompetition and nonsolicitation obligations under the Agreement and LES's potential liability for its tortious interference with your obligations under the Agreement.

Very truly yours,

BISHOP, DULANEY, JOYNER & ABNER, P.A.

Matthew R. Joyner, Esq.

cc: Mr. John Weaver (w/enc.); jweaver@wcgrp.com

Mr. Jake Rau (w/enc.); jrau@lmenvsys.com